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Anoka-Hennepin Independent School District No. 11 Board of Education and Anoka-Hennepin Education Association (1981)

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Anoka-Hennepin Independent School District No. 11 Board of Education and Anoka-Hennepin Education Association (1981)

Keywords

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Comments

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11-12-81

**WORKING
AGREEMENT
BY AND BETWEEN**

ANOKA-HENNEPIN
INDEPENDENT SCHOOL
DISTRICT NO. 11
BOARD OF EDUCATION

AND

ANOKA-HENNEPIN
EDUCATION ASSOCIATION

JULY 1, 1981 THRU JUNE 30, 1983

X-6/83

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ARTICLE I

RECOGNITION

In accordance with the PELRA-71, as amended, the Board of Education, hereinafter referred to as the Board, recognizes the Anoka-Hennepin Education Association, hereinafter referred to as the Association, as the Exclusive Representative of TEACHERS employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.

ARTICLE II

LAWS, RULES AND REGULATIONS

The parties agree to abide by the State and Federal Laws, rules established by the State Department of Education and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this Agreement.

ARTICLE III

DEFINITION

Section 1. The term "teacher" shall mean any person employed by the District in a position for which licensure is required by the Board of Teaching or the State Board of Education, or in a position of physical therapist or occupational therapist, except superintendent, assistant superintendents, confidential employees, principals and assistant principals and others who devote more than 50% of time to administrative or supervisory duties, and an individual who renders part-time teaching service for less than 300 hours in a fiscal year as an instructor in an adult vocational education program.

The term "teacher" shall include an employee hired by the District to replace an absent teacher for more than 30 working days, and an employee hired by the District for a teaching position created by increased enrollment, curriculum expansion, courses which are a part of the curriculum whether offered annually or not, or other appropriate reason.

This section shall be in accordance with PELRA - M.S. 179.63, as amended.

Section 2. Full-year Teacher

A full-year teacher shall be defined as teaching at least 185 days or having at least 1,295 hours of employment.

Section 3. Full-time Teacher

A full-time teacher shall be defined as working at least an average seven (7) hour duty day.

Section 4. The 5-year Vocational Certificate means as defined in the Minnesota State Plan for Vocational Education with 192 hours of specified teacher training requirements.

ARTICLE IV

TEACHERS' RIGHTS

Section 1. The Association shall have the right to use school buildings before or after school hours for meetings, scheduling such use with the Principal of the school, providing that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by the Association in accordance with Board policy.

Section 2. Duly authorized representatives of the Association shall be permitted to discuss matters pertaining to Association business with district personnel on campus at all reasonable times at the discretion of the Principal, provided that this shall not interfere with or interrupt normal operations.

Section 3. The Association shall have the right to place appropriately identified notices and other material on designated school bulletin boards and in teachers' mailboxes.

Section 4. The Board agrees to make available such information, statistics and records as are necessary for the proper enforcement of this Agreement.

Section 5. Payroll Deductions: Teachers shall have the right to have their membership dues deducted for the Exclusive Representative on a payroll deduction plan. This shall be the exclusive right of the Association and shall not be granted to any other organization competing to represent teachers in collective bargaining. Upon receipt of a dues deduction authorization for a teacher, the District shall continue such deductions in succeeding years until notified by the Association to cease. In addition, all teachers as defined in PELRA-71 as amended who are not members of the Association may be required by said Association to contribute a fair share fee as defined in PELRA-71 as amended. The employer, upon notification by the Association of such employees shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Association. The notification for "fair share" fee must be given to the District at least thirty (30) calendar days before it will be implemented.

Section 6. The Board will meet with the Association to discuss policies and matters of concern on a monthly basis if requested and at least every four months. This right shall not be granted to any other organization competing to represent teachers in collective bargaining.

Section 7. The Association shall have a designated mailbox at the District Office located adjacent to other school mailboxes.

Section 8. Teacher participation in extracurricular and other duties scheduled after normal duty hours shall be voluntary. Teachers wishing to cease participating in duties for which compensation is received shall notify the Principal by April 1, so that the teacher shall be relieved of such duties for the following year.

Section 9. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided it does not interfere with the instructional program of the school.

Section 10. Teachers shall not be disciplined, reprimanded, reduced in rank or compensation without just cause.

Section 11. No visitor other than School District officials and parents of the students enrolled in the teacher's class shall be allowed in the classroom without prior notification to the teacher.

Section 12. All evaluations and files in the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request to the appropriate Director. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law.

Section 13. Association Leave: The Association shall be allowed 65 days per year for Association business with the Association reimbursing the School District for required substitute cost. Any unused Association days at the end of the school year may be accumulated for use the next year. The following rules shall apply:

Subd. 1. Notification to the principal or supervisor shall be made as soon as the employee is aware of the use of an Association day.

Subd. 2. Monthly notification of days used shall be made to the District Employee Relations office by the Association.

Subd. 3. Payment for days used shall be made to the District on January 10 and July 10.

Section 14. The District shall give each teacher a letter defining the teacher's salary, step and lane placement for the school year.

Section 15. K-12: A teacher shall be deemed to have continuing contract rights to the greatest employment level previously enjoyed within the District. Employment to a lesser extent - for whatever reason - shall not waive this right, nor shall the performance of a duty within the District for which license is not required. A teacher must exercise this right within five (5) years of accepting lesser employment or they lose the right.

ARTICLE V

BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Contract are reserved to the School Board.

ARTICLE VI

LENGTH OF THE SCHOOL YEAR

Section 1. Duty Days

Subd. 1. There shall be 185 days of service by returning teachers for the regular school year and one additional day of workshop for new teachers.

Subd. 2. The work year for K-12 guidance counselors shall be a minimum of 195 days. This shall normally include five (5) days the week before and five (5) days the week after other teachers' school year. The ten additional days shall be paid for at the teacher's pro rata rate of pay.

Section 2. Emergency Closings: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. If a school is closed or dismissed for students due to emergency conditions beyond the control of the District, teacher attendance will only be required for orderly dismissal of students and protection of District property. There shall be no loss in teacher's salary and an additional day will not be added to the school year unless such a day is required to meet minimum State requirements.

Section 3. School Calendar

Subd. 1. On or before February 1, the Board shall meet and confer with the Association concerning the calendar for the following school year.

School shall not be in session during the MEA Convention. Between November 1 and April 30 there shall be fifteen days or more during which school shall not be in session (exclusive of Saturdays and Sundays).

Subd. 2. In the event it would be necessary to change the school calendar due to unusual circumstances and/or program changes, the School Board will meet and confer with the Association prior to any school calendar change.

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Duty Day

Subd. 1. Classroom teachers are expected to be on duty at least one-half hour before school starts and until one-half hour after school is dismissed. The duty day shall normally be 7½ hours, including lunch.

Subd. 2. Teachers on other assignments will have the same minimum duty requirements. The specific starting time may vary with the assignment.

Subd. 3. The basic duty day shall include a duty free lunch of a minimum of 25 minutes except in emergency situations.

Subd. 4. Teachers duty to be defined in this section shall include an amount of preparation time at least equal to that provided teachers in 1978-79.

Subd. 5. In cases where special teachers are used, the regular teacher shall not be required to remain in the classroom while the special teacher conducts class.

Subd. 6. On notification to the office, teachers may leave the building for unusual situations during their planning periods.

Subd. 7. All in-service workshops shall be scheduled within the school duty day. Attendance at in-service meetings scheduled other than the school duty day is voluntary.

Section 2. Professional Responsibility: The application of this policy provides an opportunity for the administration and curriculum staff to call meetings reasonable in number and length which extend beyond the defined duty day where such meetings are necessary in order to conduct the educational programs of the School District.

ARTICLE VIII

INITIAL PLACEMENT ON SALARY SCHEDULE

Section 1. K thru 12 Teachers

Subd. 1. New Teachers: The qualifications of teachers elected for the first time shall be those fixed by the State Department of Education. A maximum of six years of service in other schools will be credited for teachers employed for the first time by District No. 11 any time during the effective dates of this Contract. Experience credit will be given only for experience that was gained within the seven years previous to coming to District No. 11.

Subd. 2. Title I or less than full-time teachers appointed as per Article X, Section 8, Subd. 2 shall, if subsequently appointed to a full-time position, be granted experience credit for outside the district experience according to the rules in Subd. 1, and for all of their teaching experience within the district. Their days and hours of service will be totaled to determine the number of years of equivalent full-time teaching experience credit will be granted. Experience credit will be calculated based on 175 days, 7 hours per day, as the equivalent of one year of experience. Credit will then be applied to full year credit only and any fraction of a year will not be applied or retained. Combined maximum experience credit shall not exceed six (6) years.

Subd. 3. Long-term substitutes, if appointed to a full-time position, shall be granted experience credit for their long-term substitute work as follows: Their days and hours of service will be totaled to determine the number of years of equivalent full-time teaching experience credit they will be granted. Experience credit will be calculated based on 185 days, 7 hours per day, as the equivalent of one year of experience. Credit will then be applied to full year credit only and any fraction of a year will not be applied or retained. The maximum experience credit shall not exceed six (6) years.

Section 2. Vocational-Technical and Vocational Planning Center Instructors

All instructors teaching vocational-technical courses and in the Vocational Planning Center shall be hired in accordance with the Salary Schedule. Instructors must qualify for a license under the Division of Vocational-Technical Education of the Minnesota State Department of Education.

The following policies will be followed for vocational-technical and vocational planning center instructors.

Subd. 1. Work experience must be in the subject area of the instructor.

Subd. 2. Vocational-technical or Vocational Planning Center instructor is defined as the licensed instructor teaching vocational courses or having major responsibility for developing these courses or Vocational Planning Center responsibilities.

A. Nondegreed instructors (Initial Placement)

1. Lane - Place in BA lane for basic salary determination.
2. Vertical - Satisfaction of requirements for license shall qualify for BA level placement. After that, work experience counts for vertical placement at the rate of one year, one step (maximum - Step No. 9).
3. Combination - Credit is to be given for work experience and teaching experience, at the rate of one year, one step. Each of these categories may be credited individually through eleven steps.
4. An instructor who has previous teaching experience and has fulfilled the educational requirements for a 5-year vocational license prior to employment shall be placed on the BA+15 level.

B. Degreed instructors (Initial Placement)

1. A teacher with a BA Degree shall be placed on the BA lane.
2. Work experience shall be counted one year, one step, to a maximum of eight years. This work experience must be in the last nine years. Work experience will be equated as follows: 2000 hours equals one year.
3. A teacher with a BA Degree and a 5-year vocational license shall be placed on the BA+15 lane.
4. Combination - Credit is to be given for work experience and teaching experience at the rate of one year, one step. Each of these categories may be credited individually through eleven steps.
5. Additional college credits will be in accordance with the Salary Schedule.

ARTICLE IX

CONTINUING EDUCATION FOR LANE ADVANCEMENT

Section 1. Purpose

Subd. 1. The main purpose of the interim lanes to the MA infield lane is to encourage staff members to obtain advanced degrees. It is usually desirable, therefore, that all of these credits be graduate credits. However, upon the approval of the Superintendent, a maximum of one-third of these credits may be undergraduate credits earned in a teacher's field, in a closely related field, or in education. All credits counted for the above classifications must be earned after the BA Degree has been received.

Subd. 2. After January 1, 1978 course work primarily intended to prepare a teacher for another profession or trade outside of education will not be applied toward any lane change. Exceptions may be granted by the Superintendent after a review of the individual circumstances. This provision will not apply to courses taken or begun prior to the ratification date of this Agreement.

Subd. 3. The purpose and rules regarding MA infield and beyond, are as follows: A staff member shall be classified as having a Master's Degree infield, Master's Degree plus 15 hours infield, or a Master's Degree plus 30 hours infield providing that:

Section 2. Elementary Teachers

Subd. 1. The educational institution granting the Master's Degree certifies that the teacher has a major area of concentration in: Curriculum and instruction or a subject area included in the teacher's assignment or

Subd. 2. Elementary teachers of special subjects shall have a major area of concentration on the graduate level in the subject area taught or

Subd. 3. The teacher earn on the graduate level at least twenty-one quarter hours in one of the fields listed under Section 1, Subd. 1.

Section 3. Secondary Teachers

Subd. 1. The educational institution granting the Master's Degree certifies that the teacher has a major area of concentration in the subject area taught (this shall not be less than 18 quarter hours).

Subd. 2. The teacher earn on the graduate level at least twenty-one quarter hours in his teaching field.

Section 4. Interpretation

Subd. 1. The teacher shall be considered "infield" if the teacher teaches a minimum of one-half time in the teacher's major area of concentration.

Subd. 2. A teacher having a Master's Degree without a major area of concentration that qualified the teacher for the "infield" recognition may earn additional credits to meet the area of concentration standards. These additional credits shall count toward the Master's Degree plus 30 hours classification.

Subd. 3. A teacher having a Master's Degree infield shall earn a minimum of five of the 15 quarter hours "infield."

Subd. 4. A teacher having a Master's Degree plus 15 infield and seeking a Master's Degree plus 30 infield shall earn a minimum of four of the 15 quarter hours "infield."

Section 5. Rules

Subd. 1. A teacher who is planning to take additional course credits toward land advancement shall notify the Principal or immediate supervisor.

Subd. 2. A statement from the registrar of the institution attended certifying the course taken, credits allowed and grade received shall be submitted in the following manner:

Subd. 3. Credits earned prior to September 1 and received in the Superintendent's Office by September 15, shall become effective from the start of the school year.

Subd. 4. Credits earned prior to February 1 and received in the Superintendent's Office by February 15 shall be applied on the last half of the teacher's contracted basic salary.

Subd. 5. A teacher who earns credits to qualify for the next higher classification on the Salary Schedule will move directly across, horizontally, to the corresponding step in the new lane.

Subd. 6. All credits counted toward the salary lanes above the Master's Degree shall be on the graduate level and shall be earned after the Master's Degree has been received.

Subd. 7. A grade equivalent of "C" or higher, or "P" when pass/fail method of grading is used, is required to apply toward step-lane advancement.

Section 6. Five-Year Program: The five-year program of teacher preparation shall be placed in the BA+60 lane. To be counted for Salary Schedule placement, the five-year program must have been completed in an institution that has a regularly established and approved five-year program.

Section 7. Lane Change for AVTI Teachers

Subd. 1. Vocational-Technical and Vocational Planning Center teachers may move horizontally on the Salary Schedule by earning college credits. They may also earn lane changes by taking industrial training or by obtaining work experience which must be approved by the Superintendent or his designee.

Subd. 2. Industrial training and approved work experience shall apply toward lane transfer as follows:

- A. Industrial Training shall consist of workshops, seminars, institutes, training sessions or formal classes conducted by industry, industry associations, educational institutions or educational organizations.
- B. Approved Work Experience. The purpose of work experience shall be that of updating in one's technical area or for reinforcement in areas where greater depth in technical areas is needed, and where appropriate college credits or industrial training as provided in Subd. 2A above is normally not available within commuting distance of Anoka-Hennepin School District No. 11.

Subd. 3. Credits. The formula for transposing clock hours in Subd. 2 shall be

- A. 12 hours of industrial training equals one credit.
- B. 36 hours of approved work experience equals one credit

Subd. 4. Clock hours and college credits may be combined to move horizontally.

Subd. 5. A teacher on the BA lane who has a BA degree and receives a 5-year vocational license shall be placed on the BA+15 lane.

Subd. 6. If a non-degree person gets a BA degree after employment, he/she may be placed up to and including the BA+30 lane.

ARTICLE X

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules: The salaries reflected in the schedules of Appendix A shall be a part of the letter of employment given to each teacher in the bargaining unit (unless an exception is made in this Article). Teachers hired for less than full time or for less than a full year will be paid a prorated salary according to time worked (one hour = 1/7 full time, one day = 1/185 of full year).

Section 2. Status of Salary Schedule: The annual increment shall be contingent upon satisfactory service and evidence of growth on the part of staff members. The Board of Education may, upon administrative recommendation, withhold increases in salary if work is not satisfactory.

Section 3. Compensation schedules for extracurricular activities in Appendix "B," attached hereto, are a part of the Agreement.

Section 4. Paychecks

Subd. 1. Paychecks will be issued every second Friday.

Subd. 2. Effective July, 1982, the first payroll date shall be July 16.

Subd. 3. Paychecks shall be subject to deductions under the law for the State Teachers' Retirement and/or other authorized deductions.

Subd. 4. K-12 Teachers

A. All returning teachers will annually be afforded the opportunity to select a 21 or 26 payment pay plan. This will be done by authorization card before May 20. The plan chosen will continue in effect in succeeding years unless changed by a new authorization card.

New teachers shall be afforded the opportunity to select either a 21 or 26 payment plan when hired.

B. All returning teachers and new teachers whose contracts are received in the payroll department at least two weeks prior to the first regular pay date shall be paid on the first regular pay date after returning to work, wages for the actual number of workdays completed by returning teachers at the end of that first payroll period. The balance of their contract salary will then be divided by 21 or 26 (according to Subdivision 3A above) for payment throughout the remainder of the school year.

C. The balance due on the Contract will be paid in full on the last day of school except for those individuals whose option is listed in Subdivision 5.

Subd. 5. Teachers may also elect to have their checks mailed on every second Friday during the summer months rather than having a balance due on the Contract on the last day of school.

Section 5. Replacement Teachers: Replacement teachers who teach continuously for more than thirty (30) days but less than one-half year on the same assignment (replacing one individual teacher) shall be paid according to their appropriate lane and step on the Teachers' Salary Schedule (maximum: Step 3). Replacement teachers who teach at least one-half year shall be paid to a maximum of Step 5.

Section 6. Summer School Teachers: Summer school pay shall be determined on this formula:

$$\frac{\text{School year salary}^*}{185 \text{ days}} \times 1/7 = \text{hourly wage}$$

The maximum hourly wage determined by this method shall be \$12.94 for 1982
\$14.75 for 1983

*The school year salary to be used here is the one used for the year immediately preceding the summer school session.

The salary of curriculum writing teams shall be determined in the same manner as the pay of summer school teachers.

Section 7. Part-time Homebound, Teen Parent, ESL Teachers: Salaries will be according to the following hourly pay schedule:

<u>Education</u>	<u>1981-82 Hourly Wage</u>	<u>1982-83 Hourly Wage</u>
Bachelor's Degree	\$12.50	\$14.25
Master's Degree	\$13.50	\$15.50

Section 8. Less Than Full-time SLD and Title I Teachers

Subd. 1. Certified

A. Part-time certificated SLD teachers shall be issued a written teaching contract, shall be paid according to the master Salary Schedule prorated to the hours worked, shall be granted sick leave and other fringe benefits provided for part-time regular classroom teachers.

Subd. 2. Part-time noncertificated SLD and Title I teachers shall be paid at an hourly rate as follows:

<u>Education</u>	<u>1981-82 Hourly Wage</u>	<u>1982-83 Hourly Wage</u>
BA Degree or Below	\$12.50	\$14.25
MA Degree	\$13.50	\$15.50

Section 9. Driver Education Behind-the-Wheel Salaries: Teachers of driver education shall be paid at the rate of:

<u>1981-82</u>	<u>1982-83</u>
\$11.25 per hour	\$12.75 per hour

Section 10. District Consultants and Building Department Chairpersons

Subd. 1. Building Department Chairpersons assigned per the District policy will be paid \$750 above their teaching schedule for 1981-82 and \$850 for 1982-83.

Subd. 2. District Consultants shall be paid \$750 for 1981-82 and \$850 for 1982-83.

Subd. 3. Days of extended school year work for Secondary District Consultants may be available during the summer. Approval of summer work may be granted by the Coordinator of Curriculum upon receipt from the Consultant of an agenda for the requested day(s). Pay shall be on a daily basis prorated from the Consultant's teaching salary of the previous school year.

Section 11. Secondary Vocational: A teacher with a secondary vocational license teaching in an assignment for which a secondary vocational license is required shall be paid an additional \$500 per year.

Section 12. Information and Training Workshops

Subd. 1. Attendance at workshops authorized by the district during the summer for the purpose of providing information and/or training shall be voluntary.

Subd. 2. All teachers attending these workshops shall be paid at the rate of \$80.00 per day for 1981-82 and \$92.00 per day for 1982-83.

Subd. 3. Workshops of one-half day will be compensated at one-half daily rate.

Section 13. Miscellaneous

Subd. 1. A full-time teacher assigned to two or more buildings shall be credited with the actual time spent in travel against the teacher's student contact time. Travel time shall not be deducted from preparation time.

Subd. 2. If a teacher is requested by a Principal to teach during his/her preparation time, and accepts, he/she will be compensated at the rate of eight dollars (\$8.00) per hour in 1981-82 and nine dollars (\$9.00) per hour in 1982-83.

Subd. 3. A teacher who is not provided with a car and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at a rate of twenty-three cents (23¢) per mile traveled or the District rate whichever is higher.

ARTICLE XI

GROUP INSURANCE

Section 1. Eligibility

Subd. 1. Teachers eligible for insurance coverage shall be defined as those teachers who are considered full time on a 185-day Contract or who have 1295 hours of pupil contact.

Subd. 2. Upon the employee providing the carrier proof of insurability, a less than full-time teacher who works at least 10 hours per week and at least 31 continuous days will be eligible for Health and/or Dental insurance coverage provided they elect to pay the entire premium for the plan(s) they choose.

Subd. 3. Eligible employees hired after the signing of this agreement shall have their insurance coverage begin on the first of the month following the first full month of employment. The basic health and hospitalization plan, liability insurance and Workers' Compensation are effective the first day at work. For purposes of this subdivision nontenured teachers terminated and then rehired before the start of the school year will have coverage effective the first day of work.

Subd. 4.

- A. Long-term substitute teachers hired for a known 100 days or less during a school year shall not be eligible for District contribution for insurance plans. These employees may enroll in the District health and hospitalization plan by paying the entire premium.
- B. Long-term substitute teachers whose term of employment exceeds 100 days become eligible for District contribution for insurance plans. They will be reimbursed for any health and hospitalization plan premiums they have paid which the District contributes for other teachers in the bargaining unit.

Subd. 5. Voluntary Participation: Participation by an eligible employee in insurance programs under Article XI is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu of not participating.

Section 2. Hospitalization-Medical-Major Medical

Subd. 1. Single Coverage: The Board shall contribute 100% of the premium cost.

Subd. 2. Dependent Coverage: The Board shall contribute 50% of the premium cost for all full-time teachers employed by the District who are enrolled in the School District basic health and hospitalization plan. The District contribution effective January 1, 1982 shall be 50% plus \$10.00 per month. Effective July 1, 1982, the District contribution shall be 50% plus \$15.00 per month.

Subd. 3. Dependent Only Coverage (Basic Plan): When both husband and wife work for the school district and are eligible for insurance coverage and enrolled in the District basic plan, the District will contribute 100% of the premium cost for dependent coverage.

Subd. 4. HMO Plans: The District will contribute the same dollar amount for employees enrolled in the Group Health plan as they do for those enrolled in the basic health plan.

Section 3. Long-term Disability - Income Protection: The Board shall provide this insurance plan at no cost to the employee. The maximum monthly benefit for qualified teachers shall be \$1200 per month. Effective January 1, 1982 the maximum monthly benefit shall be \$1600 per month. Effective July 1, 1982 the maximum monthly benefit shall be \$1700 per month.

Section 4. Term Life - Accidental Death and Dismemberment

Subd. 1. The District shall provide \$20,000 for this plan.

Subd. 2. Effective July 1, 1982 the District shall provide \$30,000 for this plan.

Section 5. Workers' Compensation: The District shall provide Workers' Compensation insurance as required by law with the following guidelines.

Subd. 1. For the employee who is absent from work as a result of a compensable injury, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave (unless the employee requests that sick leave not be utilized). The School District will make a payroll deduction for monies received by the employee from the District's Workers' Compensation insurance carrier.

Section 6. Liability Insurance: The District will carry liability insurance on all teachers to the maximum required by law.

Section 7. Dental Insurance

Subd. 1. The School District shall contribute a sum not to exceed \$17.50 per month for a composite dental plan for all full-time teachers employed by the School District who qualify for and are enrolled in the dental plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Effective January 1, 1982 the District shall contribute 100% of the premium.

ARTICLE XII

MATERNITY LEAVE OF ABSENCE*

*Births occurring prior to ratification of this agreement will be governed by the 1979-81 Working Agreement. Thereafter this agreement will be in force.

Section 1. Pregnant teachers may resign or take maternity leave of absence.

Section 2. Upon learning of her pregnancy, a teacher shall notify, through her Principal/Supervisor, the Personnel Office of her expected date of confinement no later than the fourth month of her pregnancy.

Said teacher shall, through her Principal/Supervisor, notify the Personnel Office, of her intention to take such leave, or resign at least forty (40) duty days prior to the date on which the leave is to begin, except in emergency cases. This notification will also indicate whether the teacher is taking a "short-term" leave, a "long-term" leave returning at the start of a school year, or a "long-term" leave returning on the first day of the third marking period. The leave shall be granted for the requested date unless the teacher's physical condition interferes with the performance of teaching duties and responsibilities.

Section 3. "Short-term" Maternity Leave: A "short-term" maternity leave shall not normally exceed thirty (30) days. "Days" shall be considered duty days except after the end of the school year and before the start of the next school year. In this instance, "days" shall be weekdays. Exceptions requested through the Personnel Department for longer leaves may be granted by the Board for delivery dates that are near the start or end of the school year for unusual medical problems.

Section 4. "Long-term" Maternity Leave: A "long-term" maternity leave is defined as the period of time a teacher is incapacitated due to childbirth, plus additional time intended for the convenience and comfort of the teacher as well as the care of the child. This leave of absence shall not normally exceed eighteen (18) months in length. The return date for the long-term leave shall be at a start of a school year, or on the first day of the third marking period provided the leave does not then exceed twelve (12) months in length. A teacher on "long-term" maternity leave may request in writing to the Director of Personnel, and shall be granted, midterm assignment to a position for which the teacher is certified, if such a vacancy arises and the teacher accepts that assignment. Midterm return from leave granted under this provision shall be for the remainder of the school year only. Assignment for the following school year shall be in accordance with Section 5, Subd. 3, of this Article. AVTI teachers using this section may indicate their return at a program start and/or marking period.

Section 5. Rules

Subd. 1. Start of Maternity Leave: A Maternity Leave shall begin no later than the first day of confinement.

Subd. 2. "Short-term" Maternity Leave

- A. Employees selecting and completing a "short-term" maternity leave during the school year, shall be assigned the same position they left.
- B. Employees selecting and completing a "short-term" maternity leave during the nonschool months, shall have the same rights of assignment as other returning teachers.
- C. A teacher selecting a "short-term" maternity leave shall be allowed to use accumulated sick leave, as provided in Subd. 5, for any duty days of disability due to pregnancy or childbirth, during the term of the leave.

Subd. 3. "Long-term" Maternity Leave

- A. Employees selecting a "long-term" maternity leave, intending to return at the start of the school year, must notify the Personnel Office of their intention to return by March 1. If the employee has not notified the Personnel Office by March 1, the District will notify the employee as soon as possible that they will be considered terminated fifteen (15) days after receipt of this notification if the employee fails to respond.

- B. Teachers intending to return on the first day of the third marking period must have so indicated in their initial notification of intent to the District (see Section 2 above).
- C. Teachers returning from a "long-term" maternity leave shall be guaranteed a position contingent on the rules governing seniority.
- D. A teacher selecting a "long-term" maternity leave shall be allowed to use accumulated sick leave, as provided in Subd. 5, for any duty days of disability due to pregnancy or childbirth, during the term of the leave.

Subd. 4. Insurance Benefits

- A. Teachers on "short-term" maternity leave shall have continuous insurance coverage per this Agreement.
- B. Teachers on "long-term" maternity leave shall have the first month of health insurance paid by the District. If the teacher desires to continue coverage she may do so by paying the group rate cost. Dental insurance may be continued with the employee paying the premium from the start of the leave.

Subd. 5. Disability

- A. A teacher may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) duty days, upon submitting an affidavit of this to the Employee Relations Office. This disability shall begin no later than the first day of confinement. Disability as determined by the teacher of more than ten (10) duty days prior to the date of confinement may require certification of the disability by her physician.
- B. Disability due to pregnancy more than thirty (30) duty days must be certified by the teacher's physician and may be subject to an examination for confirmation by the District's physician.

Subd. 6. Sick Leave Days

- A. A teacher will not earn sick leave days while on maternity leave.
- B. Teachers will be granted their unused sick leave days at the completion of the leave.

ARTICLE XIII

PATERNITY AND/OR ADOPTION LEAVE OF ABSENCE

Section 1. Paternity and/or adoption leave of absence may be requested through the Personnel Director by either parent for a maximum of 18 months. Employees granted this leave shall have the same rights to insurance benefits as provided to teachers on maternity leave (Article XII, Section 5, Subd. 4, A and B).

Section 2. Conditions for return to employment under this Article shall be the same as provided to teachers on maternity leave (Article XII, Section 5, Subd. 2 and Subd. 3).

ARTICLE XIV

SICK-PERSONAL/EMERGENCY LEAVE

Section 1. Full-time teachers will be granted 12 days leave of absence at the start of each school year for personal illness, serious illness of a member of the immediate family or on account of death of a member of the immediate family. The immediate family shall include husband, wife, children, mother, father, sister, brother and in-laws of similar degree of relationship.

Subd. 1. The 12 days allowed include personal leave, under Section 2 of this Article.

Subd. 2. The 12-day allowance will be granted at the beginning of the school year.

Subd. 3. Teachers employed during the school year shall be granted pro rata sick leave allowance.

Subd. 4. Teachers terminating employment during the school year shall be required to reimburse the District for sick leave days taken but not earned.

Subd. 5. Sick leave shall accumulate to an unlimited amount.

Subd. 6. Sick and personal leave may be taken for a full or one-half day.

Section 2. Personal Leave: Three noncumulative personal leave days deducted from sick leave shall be granted each year for incidents involving personal business which cannot normally be scheduled on nonduty days or emergencies. Such days shall be granted according to the following guidelines:

Subd. 1. Examples of legitimate claims for personal leave:

- A. Closing procedures for sale or purchase of home.
- B. Urgent legal matters related to the settlement of relative(s) estate.
- C. Religious holidays.
- D. Special examinations administered by universities in connection with degree programs.
- E. Pallbearer or funeral services of close relatives, or very close friend, not covered by current rules.
- F. Weddings in immediate family or attendant at a wedding of a close friend.
- G. A schedule change by a common carrier due to inclement weather.

Subd. 2. Situations not approved for personal leave with pay under this provision:

- A. Absence for the purpose of wages or profit outside of District employment.
- B. Personal recreation, social activities or convention attendance with spouse.

C. Interview and examinations for other employment.

D. Inclement weather and its effect on commuter transportation.

Subd. 3. Request for Personal Leave

A. Teachers requesting personal leave under the rules set forth in Section 2, Subdivision 1, shall file a signed Teacher's Personal Leave Form with the Principal or immediate supervisor at least five (5) days prior to the absence if possible.

B. Instances of unusual nature not listed in Section 2, Subdivision 2, may be submitted to the Employee Relations Director for consideration of approval. These requests must be submitted at least (5) days prior to the absence except in emergency cases.

Section 3. Less than full-time SLD teachers shall be allowed ten (10) days of sick leave per year. These days shall be allowed to accumulate unlimited.

Section 4. Teacher absence due to injury as a result of an assault by a student or a nonstudent while performing school business that is not provoked by the teacher shall not be charged against the teacher's sick leave days.

Section 5. Absence without pay may be granted by the Principal or the teacher's immediate supervisor at the discretion of the Principal or immediate supervisor.

Section 6. 14th Step Personal Leave: Teachers on the 14th step of the salary schedule may request one personal leave day on a first-requested, first-granted basis. No more than 5% of the building's teachers may take this leave at the same time (or one teacher in buildings with less than 20 teachers). In cases where two or more teachers submit their requests at the same time and the building's 5% limit would be exceeded, districtwide seniority shall be used to break the tie (the most senior teacher(s) shall be granted leave). This request shall be made on a 14th Step Personal Leave form to the principal/supervisor at least ten (10) duty days prior to the absence. The teacher shall not be required to give any reason for use of this leave. Teachers requesting this leave shall receive a response from the principal/supervisor within three days of the request. This day of absence will be deducted from the teacher's accumulated sick leave.

ARTICLE XV

OTHER LEAVES OF ABSENCE

Section 1. Sabbatical Leave - K thru 12 Teachers: Sabbatical leave will be available and may be granted under the following conditions:

Subd. 1. It shall be for professional study.

Subd. 2. A teacher shall be in the seventh year of employment by Independent School District No. 11 before the teacher may request leave.

Subd. 3. Request for such leave shall be submitted in writing to the appropriate director or curriculum coordinator at the earliest possible date, but in no case shall this be after March 1 of the year previous to the year for which the request is made.

Requests for sabbatical leave will be evaluated and recommended or rejected by an evaluation committee no later than April 1. A written response shall be given to all applicants rejected by the committee. This committee shall be made up of the following:

- A. Curriculum Coordinator
- B. District Consultant in the teacher's related field
- C. One representative chosen by the teacher from his/her department or grade level.

Subd. 4. The granting of such leave shall be limited to 1% of the teaching staff in the school year in which the request is made. If a teacher approved for sabbatical leave decides to reject the leave and so notifies the District before August 1, previously rejected applicants shall be eligible for this leave.

Subd. 5. Prior to April 1 of each year of sabbatical leave, the teacher who has been granted such leave shall inform the Personnel Director of his/her teaching intentions regarding the school year immediately succeeding the year of sabbatical leave.

Subd. 6. The reimbursement for sabbatical leave shall be one-half of the teacher's salary for the year of leave. This reimbursement shall be paid on the condition that the teacher returns to teach in District No. 11 during the year immediately following the year of leave. If the teacher does not return to teach in District No. 11 after the year of sabbatical leave, the teacher shall be obligated to refund all the money received for the year of leave.

Subd. 7. Sabbatical leave may be available and granted for periods of less than one year.

Subd. 8. The following policies apply to a staff member on sabbatical leave:

- A. Retirement: Deductions from salary are made for retirement and social security. The retirement deduction is made from the total salary, not the one-half sabbatical leave pay. The social security deduction is based on actual salary paid.
- B. Sick Leave: One-half of the days normally allowed will be credited for the year of sabbatical leave. These days are added to the days already in the leave bank.
- C. Salary Schedule Movement: The sabbatical year counts as a year of service to the School District. The teacher on sabbatical leave goes to the next salary step for the year following the leave.
- D. Insurance Coverage: All insurance policies shall continue to be provided.

Subd. 9. A teacher returning from this leave of absence shall be offered the same position, or, if not possible, he/she shall be given a comparable position.

Section 2. Short-term Sabbatical Leave - AVTI Teachers

Subd. 1. Any AVTI contracted instructor teaching in a program area, may within each 5-year period after five years of employment in District No. 11 request a short-term leave for the purpose of business or industry retraining in his/her area of teaching.

Subd. 2. Leave under this Section may be granted for a variable period, but in no event shall exceed two months per individual in any calendar year.

Subd. 3. No teacher taking a short-term leave under this provision shall lose seniority or other benefits as a result of taking leave.

Subd. 4. Requests for leave under this Section shall be evaluated by the Evaluation Committee. The committee shall be made up of the following:

- A. Assistant Superintendent for Business Affairs
- B. The Director of AVTI
- C. The Supervisor of the Division of AVTI involved
- D. Two teachers appointed by the Association
- E. One representative chosen by the instructor from his/her area.

The committee will forward their recommendations to the Superintendent.

Subd. 5. A request for leave under this provision may be granted provided that the teacher can:

- A. Demonstrate that the training cannot be completed outside of the scheduled work year or work day.
- B. Show that he/she has, in fact, been accepted into the training program or job training position.

Subd. 6. A teacher taking leave under this provision shall be entitled to receive half pay from District No. 11 during the period of the leave.

Subd. 7. Credits for lane transfer earned under this Section shall be evaluated by the committee using the general guidelines of teacher training institutions and forwarded to the Superintendent or his designee for final approval.

Subd. 8. For school years 1979-81 maximum short-term industry leave shall not exceed 2% of the AVTI staff at any time.

Subd. 9. Rules under Section 1, Subdivision 6 and 8 shall apply to this Section.

Subd. 10. A teacher returning from this leave of absence shall be offered the same position, or, if not possible, he/she shall be given a comparable position.

Section 3. Leaves for Educational Growth: It shall be the policy of District No. 11 to grant leaves of absence of one year for educational growth under the following conditions:

Subd. 1. The teacher must have served in the system for at least two full years.

Subd. 2. The teacher shall present the teacher's program for educational growth to the appropriate director and obtain approval and recommendation by March 1 of the school year prior to the leave.

Subd. 3. The teacher must inform the Personnel Director prior to April 1 of his/her intention to return to the school system or the teacher shall be terminated at the end of the school year.

Subd. 4. Leaves of absence of one year may be extended for one year at a time. Application for this extension must be submitted to the Personnel Director by March 1, and this request will be granted or denied no later than April 1.

Subd. 5. Teachers under this provision who desire to retain insurance benefits at group rates shall assume the costs. Notice shall be submitted to the District Insurance Office by May 15 prior to the leave.

Subd. 6. On returning from leave the teacher shall be assigned to a similar teaching position or a new teaching assignment if the teacher so qualifies and an opening exists.

Subd. 7. Experience credit for this educational growth will be evaluated by the Personnel Director. A recommended step placement will be made in accordance with the policies of the School District.

Subd. 8. A teacher returning from this leave of absence shall be offered the same position, or, if not possible, he/she shall be given a comparable position.

Section 4. Leaves for Professional Positions

Subd. 1. Definition - A teacher who is elected and/or appointed to an executive position in the Association at the local, state and/or national level shall be granted a leave under the conditions specified in M.S. 179.66, Subdivision 10. Benefits under Article XV, Section 3, Subdivision 5 shall apply.

Subd. 2. A teacher returning from this leave of absence shall be offered the same position, or, if not possible, he/she shall be given a comparable position.

Section 5. Leaves for Jury Duty: When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary provided that such teacher agrees to return to the Board all wages received for serving on jury duty. This does not include mileage.

Section 6. Leaves for Court Hearings: Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from "teacher activities." This shall not apply to court cases initiated by the teacher or teacher organizations against the District.

Section 7. Leaves for Court Hearings: Teachers who are served subpoenas to appear at a court hearing who have used all Personal/Emergency Leave and where Section 7 is not in conflict with Section 6 above may be given special consideration for pay upon submitting evidence of absence to the Personnel Department.

Section 8. Leave for Professional Visitations: Teachers who wish to visit another school for the purpose of seeing and studying a program or method used that appears would be of value to District No. 11 should discuss this with the Principal. The Principal may arrange such a visitation for not more than one day per year. Salary of the substitute teacher will be paid by the School District. The teacher will make a report of the visit in duplicate to the Principal. The Principal shall secure the approval of the Director of Elementary or Secondary Education for the visitation.

Section 9. Military Leave: Teachers shall be granted military leave as required or allowed by federal and state statutes.

ARTICLE XVI

TRANSFER

Section 1. The Board shall post a list of known vacancies for the coming school year on or about February 1, April 10, and June 1, in each school. Teachers wishing to be notified of vacancies through summer break shall leave self-addressed envelopes with the School District for this purpose.

Subd. 1. New positions created within the School District at times other than defined above will be posted so that members of the unit may apply and be considered for said vacancies.

Section 2. Voluntary Transfer: Teachers who wish to be considered for other positions in the District shall, through their Principal, notify the appropriate Director of Education in writing. This should be done both for positions that are currently open and for positions that may open in the future. Requests for transfer will be considered by the Principals involved, the Director and the Superintendent. Qualifications for the position will be the major consideration. If the qualifications are equal, seniority will also be an important factor.

Section 3. Involuntary Transfer: Any involuntary transfer due to discontinuance of position, lack of pupils, financial limitations or merger of classrooms due to consolidations of School Districts, shall be based on total District seniority. If it becomes necessary to transfer teachers due to the above criteria, the reduction within a school building will be done by (elementary) grade or subject, (secondary) subject area with the teacher with the least seniority being transferred first. If an opening occurs within the building where the teacher is teaching, that teacher shall be given an opportunity to interview for that position.

ARTICLE XVII

UNREQUESTED LEAVE

Unrequested Leave provision shall be as provided by M.S. (1974) 125.12, Section 4, Subd. 6b, with procedure established below:

Section 1. Section 4, Minnesota Statutes 1971, Section 125.12, is amended by adding a subdivision to read: Subd. 6b (UNREQUESTED LEAVE OF ABSENCE) The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of Districts. The unrequested

leave shall be effective at the close of the school year. In placing teachers on unrequested leave, the Board shall be governed by the following provisions:

(a) The Board may place probationary teachers on unrequested leave first in the inverse order of their employment. No teacher who has acquired continuing Contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing Contract rights is certified;

(b) Teachers who have acquired continuing Contract rights shall be placed on unrequested leave of absence in fields in which they are certified in the inverse order in which they were employed by the School District. In the case of merger of classes caused by consolidation of Districts or in the case of equal seniority, the order in which teachers who have acquired continuing Contract rights shall be placed on unrequested leave of absence in fields in which they are certified shall be negotiable;

(c) Notwithstanding clauses (a) and (b), if either the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing Contract rights on unrequested leave before another teacher who has acquired continuing Contract rights but who has greater seniority would place the District in violation of its affirmative action program, the District may retain the probationary teacher or the teacher with the seniority;

(d) Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the School District in fields in which they are certified. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall be negotiable;

(e) No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly certified to fill such vacancy, unless the teacher fails to advise the School Board within 15 days of the date of notification that a position is available to the teacher, that he/she may return to employment and that he/she will assume the duties of the position to which appointed on a future date determined by the Board;

(f) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

(g) The unrequested leave of absence shall not impair the continuing Contract rights of a teacher or result in a loss of credit for previous years of service;

(h) The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of five years after which the right to reinstatement shall terminate;

(i) The same provisions applicable to terminations of probationary or continuing Contracts in M.S. 125.12 Subdivisions 3 and 4 shall apply to placement on unrequested leave of absence;

(j) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible. Any teachers on leaves of absence whose position on the seniority list will necessitate being placed on unrequested leave of absence will be notified by the Board.

Section 2. Seniority lists shall be established by the following procedures:

A. Seniority in the District shall be computed on the basis of a teacher's continuous employment from the first day of actual work with the District.

B. Teachers teaching less than the full contract day shall accrue seniority on a pro rata basis.

- C. Only service during normal school day, as defined in the Master Contract, will count toward seniority.
- D. Teachers shall continue to accrue seniority while on sabbatical, military, short-term sabbatical leaves, and maternity leave. Teachers shall retain seniority while on all other leaves. A teacher on organization leave as defined in Article XV, Section 4, or long-term disability shall accrue seniority for the first year only of such leave.
- E. Teachers leaving the teachers' bargaining unit, but remaining an employee of the district, shall retain but not accrue seniority as a teacher.

Section 3. Tie Breaking: In the event that, after following procedures in Section 1 above, ties remain, such ties will be broken by the teacher certificate number (the higher the number the less seniority).

Section 4.

Subd. 1. The School District will maintain a seniority list.

Subd. 2. Such list will include the following information:

- 1. Teacher's name
- 2. Teacher's first day of work in School District No. 11 (excluding preservice orientation, but including Teacher Workshop)
- 3. Teacher's current teaching assignment
- 4. Teacher's certificate number
- 5. Areas in which teacher is fully certificated by the State Board of Education

Subd. 3. A copy of the most current list in Section 4, Subd. 2, above will be provided to the Association.

Section 5. Access to Benefits: Teachers placed on unrequested leave will continue to have access to all benefits available to teachers on other leaves of absence, with costs to be born by the teacher.

Section 6. Recall and Termination of Rights

- A. As positions for which they are certificated become available, teachers shall be recalled to employment in the inverse order of layoff, provided, however, that no full-time teacher shall be required to accept recall to less than a full-time position.

A teacher may accept a recall offer for a contract of less than the amount of time for which previously employed and continue to retain the right to recall to a position equal to the amount of time for which previously employed.

- B. Notification of recall shall be by restricted delivery mail with return receipt requested.
- C. Notification shall be to the last known address provided by the teacher to the office of the Director of Personnel.

- D. Teachers shall have up to fifteen (15) days from the date of receipt of notification or recall during which to notify the Director of Personnel in writing of their intent to accept the Board's offer of reemployment or to indicate in writing their intent to waive their option to be reemployed in the position offered.
- E. If a teacher waives his or her right, reemployment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is certificated for the position.
- F. Any teacher who refuses three recall offers shall be considered to have voluntarily removed his or her name from the seniority list, provided, however, that a teacher may refuse recall to less than a full time position. Such refusal shall not count as a refusal to recall for purposes of this subdivision.
- G. The right to recall shall cease with the retirement of the teacher.

ARTICLE XVIII

RETIREMENT

Section 1. Early Retirement Severance Pay: Severance pay shall be available to teachers of the School District who retire or resign at the end of the school year preceding the school year in which they reach the age of 65 or at the end of any preceding school year, but no sooner than the end of the year in which they reach the age of 50. For the purpose of this Section, the school year shall begin with July 1 of one year and end on June 30 of the following year.

Subd. 1. To qualify for severance pay under this Article a teacher must have at least ten (10) years of District No. 11 seniority and notify the District of the intended early retirement or resignation by March 1.

Subd. 2. The severance pay base will be determined by taking the teacher's unused sick leave days times the teacher's daily wage rate.

Subd. 3. A teacher shall be eligible upon early retirement or resignation, subject to all subdivisions of the Section, for severance pay, according to the following schedule relating to the employee's age at the end of the school year in which he/she elects early retirement. In no event shall the number of unused sick leave days times the percent listed in this Section exceed 100 days.

Age 50 to 55 - 100% of base	Age 61 - 60% of base
56 - 95% "	62 - 45% "
57 - 90% "	63 - 30% "
58 - 85% "	64 - 15% "
59 - 80% "	65 - 0% "
60 - 75% "	

Subd. 4. Payment shall be made in one sum upon retirement except that the teacher shall have the option to delay the first payment until after January 1 of the year following the year in which they retire, or the teacher may choose to receive the severance pay in equal annual installments over a period of time, not to exceed five (5) years from termination of employment. Deductions, such as State and Federal income tax, social security or TRA shall be made only as required by law. If the teacher dies

before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Subd. 5. This section shall not apply to any teacher who is discharged for cause by the School District.

Subd. 6. Health insurance may be carried by the retired employee at no cost to the District.

Section 2. Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

ARTICLE XIX

GRIEVANCES

Section 1. Definitions

- A. A grievance is any controversy between the Board and the Association or between the Board and an employee or group of employees as to 1) interpretation of this Agreement, 2) a charge of violation of this Agreement, or 3) an alleged violation involving wages, hours or working conditions resulting in unnecessary hardship.
- B. Employee is an employee or employee organization that is certified as an appropriate unit in the School District and not classified as confidential, supervisory, or Principal/Assistant Principal as defined in PELRA-71 as amended.
- C. First Level Supervisor shall mean Supervisor/Principal/Assistant Principal or the person to whom the employee reports.
- D. Second Level Supervisor shall mean the Assistant Superintendent/Director/Supervisor or the person to whom the first level supervisor reports.
- E. Days shall be considered "working" days as defined for the employee except at the end of the school year. The days in this instance shall be week days.

Section 2. Procedure: Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed.

Step 1. The grievance shall be orally presented to the employee's first level supervisor within five (5) days after employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the written Contract.

If a settlement is not reached within two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing on form number G-1 with a clear statement of the issues involved. This shall be presented to the first level supervisor who shall promptly transmit the written grievance to the Employee Relations Director for handling in accordance with Step 2.

Step 2. The Employee Relations Director shall establish a Step 2 hearing with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within five (5) days after the employee has filed the written grievance. The time and

place for meetings under Step 2, shall be at the discretion of the Employee Relations Director. The employee shall be allowed a reasonable number of representatives at the meeting.

The Employee Relations Director shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the employee and to the Association within five (5) days after the Step 2 hearing.

If settlement is not reached in Step 2 within three (3) days of the date of the disposition, the grievance is referred to Step 3.

Step 3. Grievances referred to Step 3 shall be discussed between the Association and the Employee Relations Director. This discussion shall take place within five (5) days after the grievance has been referred to Step 3.

If agreement is reached as a result of this meeting, the Employee Relations Director shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievant shall, within three (3) days after the Step 3 meeting, notify, in writing, the Employee Relations Director that arbitration is required.

Step 4. Arbitration: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator. If agreement is not reached within three (3) days, the parties shall petition the Public Employment Labor Relations Board for assistance under the rules of the PELRA-71 as amended.

The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties with the limitations of PELRA-71 as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and the Association.

Section 3. Rules: Any loss of time by the employee and his/her representatives to attend Step 4 in the grievance procedure shall not be compensated.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

Grievance cases shall be as confidential as possible.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XX

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 1981 through June 30, 1983 and thereafter until modifications are made pursuant to the PELRA-71 as amended. If either party desires to modify or amend this Agreement commencing on July 1, 1981, it shall give written notice of such intent no later than May 1, 1983. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Anoka-Hennepin Education Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 3. Finality: It is further agreed that any matters relating to the current Contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof under different circumstances.

IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

Anoka-Hennepin Education
Association

Paul O. Roy
Negotiator

Walter Munsterman
Negotiator

Dusan C. Evert
President

Delores S. Both
Vice President

Deane B. Moore
Uniserv Director

Uniserv Director

11-5-81
Date

Anoka-Hennepin Independent
School District No. 11

Larry C. Johnson
Board of Education

Larry Ragland
Board of Education

Joanne Poplin
Board of Education

Susan C. Anderson
Board of Education

Betty Hardle
Board of Education

Carl E. Anderson
Board of Education

Thomas S. Arneson
Employee Relations Director

1981-82 SALARY SCHEDULE

STEP	BA	BA +15	BA +30	BA +45	BA +60	MA OF	MAIF or MAOF +15	MA +15 Infield or MAOF +30	MA +30 IF	Infield	
										MA +45	MA +60
1	14338	14568	14710	14940	15175	15479	15788	16104	16426	16754	17089
2	14648	14878	15038	15339	15645	15958	16277	16603	16935	17274	17619
3	15035	15284	15533	15814	16130	16453	16782	17118	17460	17809	18166
4	15364	15671	15985	16304	16630	16963	17302	17648	18001	18361	18728
5	15808	16125	16446	16776	17112	17453	17803	18158	18522	18893	19270
6	16282	16607	16941	17279	17624	17977	18336	18704	19077	19459	19848
7	16761	17098	17439	17789	18143	18505	18877	19254	19639	20031	20433
8	17265	17609	17962	18321	18688	19060	19443	19831	20227	20634	21045
9	17799	18154	18518	18890	19267	19652	20044	20446	20854	21272	21697
10	18369	18737	19111	19494	19884	20281	20688	21100	21523	21952	22393
11	18971	19350	19737	20132	20536	20945	21365	21791	22228	22672	23126
12	19583	19974	20374	20782	21196	21621	22053	22495	22944	23403	23871
13	20323	20766	21129	21708	22057	22761	23317	23617	23965	24316	24802
14	22346	23651	24108	24674	25152	25640	26137	26642	27160	27687	28226

1982-83 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA +15</u>	<u>BA +30</u>	<u>BA +45</u>	<u>BA +60</u>	<u>MA OF</u>	<u>MAIF or MAOF +15</u>	<u>MA +15 Infield or MAOF +30</u>	<u>MA +30 IF</u>	<u>MA +45</u>	<u>MA +60</u>
1	16200	16460	16620	16880	17146	17489	17838	18195	18559	18930	19309
2	16550	16810	16991	17331	17677	18031	18391	18759	19134	19517	19907
3	16988	17269	17550	17868	18225	18590	18962	19341	19728	20122	20525
4	17359	17706	18061	18422	18790	19166	19549	19940	20339	20746	21161
5	17861	18219	18582	18955	19335	19720	20115	20516	20928	21347	21773
6	18397	18764	19141	19523	19913	20312	20718	21133	21555	21986	22426
7	18938	19319	19704	20099	20499	20909	21329	21755	22190	22633	23087
8	19507	19896	20295	20700	21115	21536	21968	22407	22854	23314	23778
9	20111	20512	20923	21344	21769	22205	22647	23102	23563	24035	24515
10	20755	21171	21593	22026	22467	22915	23375	23841	24319	24803	25302
11	21435	21863	22301	22747	23203	23666	24140	24622	25115	25617	26130
12	22124	22566	23018	23479	23947	24427	24915	25415	25922	26441	26969
13	22924	23425	23835	24489	24884	25679	26307	26646	27040	27436	27985
14	24356	25830	26347	26987	27526	28078	28639	29210	29796	30391	31000

RULES:

- Subd. 1.** Nothing contained herein shall be construed to prohibit the Board from offering an extended Contract to an individual teacher, such additional days to be paid for at the teacher's pro rata rate of pay.
- Subd. 2.** Full-time teachers shall be given credit for a full year if they work at least 175 days (or 1225 hours).
- Subd. 3.** For step advancement, full-time teachers who, due to employment date, maternity leave, sick leave, or other unusual circumstances, work at least one-half (1/2) year shall be given credit for a full year.
- Subd. 4.** Teachers who are employed at less than a full-time contract (i.e., 1/2, 3/5, 3/4) shall move to the next step on the salary schedule when the equivalent of one year of full-time teaching has been completed (175 days x 7 hours = 1225 hours). Step advancement will only take place at the start of the year.
- Subd. 5.** Teachers currently employed who have a two-year degree shall be placed on step 7 of the BA lane for 1981-82 and shall move up one step each year. Teachers currently employed who have a three-year degree shall be placed on step 8 of the BA lane for 1981-82 and shall move up on step each year.

APPENDIX B

The following shall be the extracurricular Salary Schedule for the 1981-82 and 1982-83 school years. In developing the extracurricular schedule the following criteria was used in an attempt to have equality in compensation:

1. Time involved
2. Level of complexity
3. Potential of student injury
4. Preparation time of the coach outside of the practice time
5. Number of participants
6. Equipment and facility
7. Special effort toward affirmative action

Section A. SENIOR HIGH SCHOOL Extracurricular Athletics and Activities

Subd. 1. Athletics

LEVEL A. Basketball, Gymnastics, Hockey, Wrestling, Football, Swimming

LEVEL B. Soccer, Track, Baseball, Softball, Volleyball, Weight Room, Danceline

LEVEL C. Tennis, Cross Country, Cross Country Skiing, Downhill Skiing, Intramural Coordinator, Golf, Cheerleader Advisor

<u>COMPENSATION</u>	<u>1981-82</u>	<u>1982-83</u>
Level A - Head Coach	<u>2,500</u>	<u>2,750</u>
First Ass't (F.B.)	<u>1,900</u>	<u>2,090</u>
JV, B-Squad	<u>1,775</u>	<u>1,955</u>
Level B - Head Coach	<u>1,955</u>	<u>2,150</u>
All Others	<u>1,435</u>	<u>1,580</u>
Level C - Head Coach	<u>1,630</u>	<u>1,825</u>
All Others	<u>1,180</u>	<u>1,325</u>
Building Athletic Coordinator & Equipment Manager (Includes pre and post school work)	<u>3,200</u>	<u>3,520</u>
	<u>1,955</u>	<u>2,150</u>

The above two positions may be combined or separate.

Assistant Equipment Manager	<u>700</u>	<u>770</u>
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Subd. 2. Theatre

Total Budget

	<u>1981-82</u>	<u>1982-83</u>
Musical Director	<u>1,925</u>	<u>2,115</u>
Others	<u>2,000 to 3,500</u>	<u>2,200 to 3,840</u>
Three Act Play Director	<u>1,485</u>	<u>1,635</u>
Others	<u>500 to 1,150</u>	<u>550 to 1,265</u>
One Act Play Director	<u>660</u>	<u>725</u>
Others	<u>100 to 440</u>	<u>100 to 485</u>

Subd. 3. Speech Contests1981-821982-83

Head Coach
Each Assistant

1,150 to 2,050
550 to 1,485

1,265 to 2,255
605 to 1,635

The amount listed in Subd. 2 and 3 will be flexible. A lesser amount may be paid if two positions are combined, Director does not carry a full load, rehearsals held during class time, etc. The amount will be determined by the Principal and the Director. The flexibility does not, however, mean that listed budget can be exceeded. The number of coaches must have the final approval of the Director of Secondary Education.

Subd. 4. Debate1981-821982-83

Head Coach (200 rounds or more)
Assistant Coach

2,200
1,540

2,420
1,695

(Both salaries prorated for fewer rounds.)

Subd. 5. Music1981-821982-83

Football After School
Marching Band
Ass't Band if Assigned
Summer Marching Band
Assistant
Band Director
Orchestra Director
Choir Director

1,600
1,150
740
370
1,435
700
700

1,760
1,265
815
407
1,580
770
770

1. All full time get rate.

2. All part time get proportion of rate.

Subd. 6. Miscellaneous Activities1981-821982-83

Student Council
*Annual Advisor
Business Advisor
Newspaper Advisor
**Prom Advisor
Computer
Miscellaneous Activities - Total Building
Budget (for NHS, Ski Club, etc.)

605
1,660 to 2,200
955
1,660
370
370
550

665
1,825 to 2,420
1,050
1,825
407
407
605

*Annual Advisor: The lesser amount shall be paid when work on the annual is included in a regularly scheduled class. The larger amount shall be paid when such work is not part of a regularly scheduled class.

**Junior-Senior Prom Advisor: The amount listed for this position needs to be left on a flexible basis. The payment is dependent upon whether the prom is held inside the school, the selected theme, etc. The recommended amount would be determined by the Principal and the Junior-Senior Prom Advisor. The final approval will be made by the Director of Secondary Education. Not to exceed \$440.

Subd. 7. Experience Increment

Head coaches in the following activities will receive an additional \$100.00 if they are in their fifth consecutive year or more of work in the same activity within the District: Basketball, gymnastics, hockey, wrestling, football, swimming, soccer, track, baseball, softball, volleyball, tennis, cross country, cross country skiing, golf.

Section B. JUNIOR HIGH SCHOOL Extracurricular Athletics and Activities

Subd. 1. Athletics

LEVEL A. Basketball, Wrestling, Football, Gymnastics, Soccer, Volleyball

LEVEL B. Cross Country, Swimming, Baseball, Track, Softball, Tennis

<u>COMPENSATION</u>	<u>1981-82</u>	<u>1982-83</u>
LEVEL A	<u>1,150</u>	<u>1,265</u>
LEVEL B	<u>1,025</u>	<u>1,130</u>
Building Athletic Coordinator	<u>1,630</u>	<u>1,790</u>
Equipment Manager	<u>1,435</u>	<u>1,580</u>
Assistant Equipment Manager	<u>660</u>	<u>775</u>

Subd. 2. Theatre

	<u>1981-82</u>	<u>1982-83</u>
Musical	<u>2,000</u>	<u>2,200</u>
Three Act Play or	<u>1,150</u>	<u>1,265</u>
One Act Play	<u>440</u>	<u>485</u>

The amount expended in each of the above categories will be determined by the principal.

Subd. 3. Speech

	<u>1981-82</u>	<u>1982-83</u>
Mainly for students who are involved in the various orations	<u>370</u>	<u>407</u>

Subd. 4. Debate

Not for a debate club but for an organized debate program which includes competition by the schools	<u>500</u>	<u>550</u>
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Subd. 5. Cheerleader Advisors, Dance Team,
Intramural, Computer, NHS, Student
Council & other related activities
assigned by the Principal. The
amount expended in each of the
above categories will be determined
by the Principal.

<u>1,660</u>	<u>1,825</u>
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Subd. 6. Miscellaneous Activities

	<u>1981-82</u>	<u>1982-83</u>
Annual Advisor	<u>1,075</u>	<u>1,185</u>
Newspaper Advisor	<u>880</u>	<u>970</u>
Band Director	<u>660</u>	<u>725</u>
Orchestra Director	<u>500</u>	<u>550</u>
Choir Director	<u>500</u>	<u>550</u>

1. All full time get rate.

2. All part time get proportion of rate.

Subd. 7. a. Middle School 7th Grade

Athletic coaches assigned at the Middle School only will be compensated at the Jr. High level under Subd. 1 of this section.

<u>b. Middle School Miscellaneous Activities</u>	<u>1981-82</u>	<u>1982-83</u>
The amount expended per activity in this category will be determined by the principal (for Annual Advisor, Newspaper Advisor, Building Athletic Coordinator, Student Council, etc.)	<u>1,320</u>	<u>1,450</u>

<u>Section C. Elementary</u>	<u>1981-82</u>	<u>1982-83</u>
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<u>Subd. 1. Miscellaneous activities -</u> Total building budget for Science Fair, Art Fair, Musical Programs, School Patrol, etc.	<u>850</u>	<u>935</u>
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Subd. 2. Middle School grades 5 & 6
shall be considered as elementary.

Section D. Assignments

Subd. 1. All extracurricular payments listed in Sections A and B are contingent upon carrying a full teaching schedule. Adjustments in teaching schedules may be made in lieu of extra payments for extracurricular assignments.

Subd. 2. Regularly, no more than two Senior High coaching assignments or three Junior High coaching assignments shall be made to any individual. Exceptions will be made when there are no other qualified staff members available.

Subd. 3. Reasonable effort will be made to fill all extracurricular vacancies with the teaching staff within the building. Failing that, other District 11 teachers will be given the opportunity to fill these vacancies.

Subd. 4. Known vacancies in coaching and extracurricular positions that cannot be filled from within the school staff will be posted districtwide on or about October 1, January 15, and May 1.

Subd. 4. In the event of a Minnesota State High School League mandated change of season length no salary change will result. Coaches will be notified of the change in writing and will have the right to resign their coaching position at that time. Resignations must be received by the Building Principal within seven working days of the notice of change. If the district desires to change season lengths, such change must be negotiated with the exclusive representative. The right to resign remains the same as above.

Subd. 5. When participant numbers warrant the hiring of an additional coach, the building teaching staff shall be immediately notified, and reasonable effort will be made to fill that position as soon as possible.

Subd. 6. Coaches who coach less than the full season shall have their compensation pro rata, based on the full season. Examples are late start, early end or prolonged absence.

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11
Coon Rapids, Minnesota

WRITTEN GRIEVANCE

Grievance No. _____

Aggrieved _____ Classification _____

Grievance: State in clear terms the violation, people involved and other relevant information.

Relief sought:

_____ Date _____ Signature _____

(To be filled out by the First Level Supervisor with copies to the Aggrieved and the Employee Relations Director.)

Disposition of Step 1

_____ Date _____ Signature _____

TEACHERS' PERSONAL/EMERGENCY LEAVE REQUEST FORM

- A. I hereby request Personal Leave under the provision of Article XIV, Section 2, Subd. 1, of the Working Agreement.

I will be absent on _____
Date(s)

CIRCLE REASON: A B C D E F G

I understand the reasons for which leave cannot be taken under Section 2, Subd. 2, of this Article.

Signed Date of Request

RETURN COMPLETED FORM TO THE PRINCIPAL

- B. Instances of unusual nature not listed in Section 2, Subd. 1, may be submitted to the Superintendent or his designee for consideration of approval. These requests must be submitted at least five (5) days before the absence except in emergency cases.

If your leave is requested under part B of this form, use reverse side for completing the information.

Request for absence on _____
Date(s)

Reason for request _____

Signed Date of Request

Signature of Building Principal Date

RETURN COMPLETED FORM TO THE PRINCIPAL
FORWARD TO THE EMPLOYEE RELATIONS OFFICE

Approved Disapproved Date

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